

1912-011  
Lee Co.

Chancery Causes: Peter Parkey & vs. D. H. Parkey &

Orr, Powell Valley National Bank], Gibson, Coleman,  
Maness, Albert, First National Bank], First State Bank],  
Combs

CA-Debt



To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia.

Humbly complaining your orators, Peter Parkey, W.E.Orr, and the Powell Valley National Bank of Jonesville, Virginia, a corporation, would respectfully represent and show unto your Honor that on the 11th day of November, 1911, D.H.Parkey borrowed from the said Powell Valley National Bank the sum of \$125.00, for which money the said D.H.Parkey and the said Peter Parkey executed their joint note to the said Bank for the payment of said sum of money payable March 11th, 1912, copy of which is herewith filed as part of this bill. That when the said note became due and payable the said D.H.Parkey as principal in the said note, <sup>would</sup> ~~xxx~~ not pay the said sum of money, but the said Peter Parkey as surety for the ~~sadd~~ D.H.Parkey paid off the said note to the said Powell Valley National Bank, and the said Powell Valley National Bank turned over to the said D.H.Parkey the said note and your orator is entitled to demand and have from the said D.H.Parkey the said sum of \$125.00, with interest thereon from the 12th day of March, 1912.

That on the 24th day of November, 1911, the said D.H.Parkey borrowed from the said Powell Valley National Bank the further sum of \$150.00 for which he executed to the said Bank a note payable ninety days after date thereof, copy of which is herewith filed as part of this bill, to secure the payment of which W.E.Orr became endorser and guarantor thereon as will be seen from copy of the said note herewith filed. And the said plaintiffs, W.E.Orr and said Powell Valley National Bank say that the said sum of money has never been paid by the said D.H.Parkey, or by any other person for him to the said Powell Valley National Bank, and that the same is still due, owing and unpaid.

That on the 6th day of January, 1912, the said D.H.Parkey being further indebted to the said Powell Valley National Bank in the sum of \$600.00, executed his promissory note to M.O.Combs for the said sum of money payable six months after date, which said note the said M.O.Combs and H.F.Parkey endorsed and guaranteed the payment of to the



said Powell Valley National Bank, as will more fully appear by copy of the said note herewith filed as part of this bill.

And the said plaintiff's, the said Powell Valley National Bank says that although the said note became due and payable on the 6th day of July, 1912, no part thereof has been paid, either by the makers or endorsers thereof, but the same is still due, owing and unpaid, together with interest thereon from the 6th day of July, 1912.

Your orators would further represent and show unto your Honor that on the 22nd day of May, 1912, D.H. Parkey and Martha Parkey, his wife, made and executed a deed of conveyance for certain real estate situated in Lee County, Virginia, and Hancock County, Tennessee, for the sum of \$10,000.00 to be paid by the said Combs upon certain indebtedness of the said Peter Parkey, a copy of which said deed is herewith filed as a part of this bill. The debts provided to be paid by the said deed are as follows:

First. A debt of \$1000.00 with interest thereon due by the said D.H. Parkey to the First National Bank of Harlan, Kentucky, and for which the said M.O. Combs was endorser.

Second. A debt due to Harriett Maness of \$1072.00 with interest thereon for which the said Parkey had executed his note and to which note reference was made for the purpose of ascertaining the exact amount thereof, upon which said note the said M.O. Combs was endorser.

Third. A debt of some \$1300.00 with interest thereon due to J.P. & J.F. Albert, to which note reference is made in the said deed for the purpose of ascertaining the amount thereon.

Fourth. A debt of \$500.00 and some interest to the First State Bank of Boones Path, Virginia.

Fifth. Three notes due the Powell Valley National Bank, one of which is for \$600.00, another for \$150.00, and another for \$125.00, with interest thereon, which are the same notes hereinbefore referred to.

In addition to the foregoing debts, it was provided that the said M.O. Combs should pay off certain deeds of trust against the said land, one of which was in favor of J.E. Gibson, the amount thereof not



being stated in the said deed, another of \$1000.00 due to Peter Parkey and W.P.Coleman, together with interest.

Now it will be seen by reading the exhibit of said copy of said deed that the amount which the said M.O Combs is to pay to the various creditors out of said \$10,000.00 is indefinite and uncertain. It will also be seen that the said money is provided to be paid on or before the first day of January, 1913. It will also be seen that the several debts of the plaintiff's mentioned herein, respectively of \$600.00, \$150.00 and 125.00 are the last in the order of priority. Some of the said creditors as aforesaid are claiming more upon their debts than the said D.H.Parkey claims to owe them, and if he should owe them as much as some of them claim, then there will not be sufficient to pay all of the claims of your orators as are provided for in the said deed. In order, therefore, to settle the amount which each of the said creditors are entitled to under the said deed out of the said purchase money, and in order that the said M.O.Combs may know to whom and how much he shall pay out of said purchase price, your orators have instituted this suit for the purpose of, having each of the said claims ascertained, the amount thereof, as well as the priority, and a decree fixing the rights of the various creditors under the said deed.

The prayer, therefore, of your orators is that the said J.E.Gibson, W.P.Coleman, Harriett Maness, J.F.Albert, J.P.Albert, The First National Bank of Harlan, Kentucky, The First State Bank of Boones Path, Virginia, D.H.Parkey and M.O.Combs be made parties defendant to this bill; that the said J.E.Gibson, W.P.Coleman, Harriet Maness, J.F.Albert, J.P.Albert, The First National Bank of Harlan, Kentucky, and The First State Bank of Boones Path, Virginia, be required to come into this suit and file their answer setting up the amount that is due to them respectively, and have definitely ascertained the amount to which each of them are entitled in order that the said M.O.Combs may know exactly how much will have to be paid to each of said creditors, and that all of the debts provided for under the said deed be respectively ascertained and that upon a hearing thereof the rights of all parties be adjudi-



cated, the amounts of the various claims ascertained, and a decree entered directing how much the said M.O. Combs shall pay to each of the said creditors. That an order of publication be made as to the said J.E. Gibson, Harriett Maness, and The First National Bank of Harlan, Kentucky, who are non-residents of the State of Virginia, that each of the said defendants be required to answer this bill, but not under oath, answer under oath being expressly waived. And may all other, further and general relief be granted your orators that the nature of their cause and good conscience requires. And they will ever pray, &c.

Wm. L. B. P. q. P. q.



Plt Perry & Co

vs { Bice

DT Perry & Co

1912: 2<sup>nd</sup> Nov. Rules.

Bill filed <sup>on home defendants</sup> against  
executed & D. H. as  
to them; answers  
of J. E. Gibson &  
Harriet Mames  
filed & Cont'd  
for O. P.

" 1<sup>st</sup> Dec Rules  
D. H. Confirmed  
as to home  
defendants, O.  
P. Completed &  
Cause set for  
hearing

Pennington Bros.

ATTORNEYS AT LAW,

JONESVILLE AND PENNINGTON GAR, VA.



To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia.

The separate answer of J.E.Gibson to a bill in Chancery filed in the Circuit Court for Lee County by Peter Parkey and others against your respondent and others.

For answer to the said bill or so much there of your respondent deems it is necessary he should answer, answering he says:

That the amount of the note provided to be paid by M.O.Combs for D.H.Parkey to your respondent in the deed of conveyance made by the said D.H.Parkey to the said M.O.Combs on the 22nd day of May, 1912, copy of which is filed with the plaintiff's bill, which said deed is on record in the Clerk's Office of Lee County in Deed Book No. 52, page 51, your respondent alleges and will show unto your Honor that on the 11th day of December, 1911, the said D.H.Parkey executed to your respondent a renewal note for purchase money lien upon the same tract of land conveyed to the said M.O.Combs for the sum of \$2378.37, payable one year after date, with interest from date, which said note is in the following words and figures, to-wit:

" \$2378.37

Tazewell, Tenn., Dec. 11, 1911.

One year after date I promise to pay to the order of E.J.Gibson, Two thousand three hundred and seventy-eight dollars and thirty-seven cents. This being the renewal of the purchase money note on the land D.H.Parkey bought of his father Hugh Parkey on which land D.H.Parkey now resides, with interest from date, on which land a lien is retained in deed on land to Claibourne National Park, Tazewell, Tenn., for value received.

The undersigned, principal and endorsers of this Note, which is filled up before signing, agree if this note is placed in the hands of an attorney-at-law for collection, or has to be sued on, that we will pay ten per cent. attorney's fees, in addition to the principal, which shall be added to and become a part of the judgment.

No.....

D.H.Parkey (Seal)

Due .....

(Seal)

Progress Print, Tazewell.

"

Your respondent alleges that no part of the said note has been paid but that the same is still owing and will fall due on the 11th day of December, 1912,

Your respondent would further represent and show unto your Honor that the said note is a renewal note of various purchase money



notes which had been given for the purchase price of the same tract of land which was conveyed in the said deed to the said M.O.Combs, As will be seen from the said note it was expressly agreed and understood that the said renewal note was also to be a vendor's lien upon the said land until the full amount of said purchase money, together with its interest had been fully discharged and paid off, and your respondent alleges that all the said money provided for in the said note for purchase money and a lien upon the said land. Your respondent prays therefore that a decree be entered in this cause fixing the amount which M.O.Combs should pay to your respondent to be the sum of \$2378.37, with interest thereon from the 11th day of December, 1911, until paid, and that the said sum of money be decreed to be a lien upon the said tract of land.

Your respondent knows nothing of the other claims of his own knowledge set up in the plaintiff's bill, and now prays to be hence dismissed with his reasonable costs in this behalf expended. And he will ever pray, &c.

J. E. Gibson

Virginia,

Lee County, To-wit:

I, A.O.Freeman, a Notary Public in and for the County of Lee, in the State of Virginia, do hereby certify that J.E.Gibson this day made oath before me that the statements made in the foregoing answer are true to the best of his knowledge and belief.

Given under my hand this 11th day of November, 1912.

A. O. Freeman N.P.



E. J. Gibson

acts. } Answer of  
          } Defendant

Peter Perkins, et al

Filed Nov. 11-1912

J. D. Ends  
                    clerk



Peter Portney et al Complainants  
-vs- In Chancery

D.H. Portney - et al Defendants

This Court came on this day  
to be heard upon the bill of the  
Complainants, and Motion of their  
Counsel. This Court is satisfied  
from the depositions without prejudice  
of the rights of any of the  
parties hereto -



Peter Parker  
to  $\frac{2}{3}$  Green  
 $\frac{1}{3}$  Green

St. Henry St. St.

Enter this  
Dec 5 - 1912  
Hawson

Entered in C O B  
No 9. page 390



Peter Parkey et al. plffs } In Chancery  
vs- J. E. Gibson et al. Defts. } at Jonesville  
Lee County Virginia

The Separate answer of Harriet Maness one of the defendants in the above styled cause; Answering Says that she has no lien by mortgage or otherwise on the land mentioned in the pleadings - That the only transaction she ever had with D. H. Parkey - she loaned him twelve hundred dollars, with M. O. Combs security on his note and which ran on untill the note and interest amounted to the sum of about sixteen hundred and forty dollars; when M. O. Combs came to this Respondent and lifted the Parkey note and gave his own in lieu and now she only looks to M. O. Combs for said debt and its interest, and disclaiming any interest in the tract of land mentioned in this case. and now having answered fully as to herself she prays to be hence dismissed.

Harriet Maness  
By L. M. Jarvis atty



State of Tennessee }  
Hancock county } Harriet Maness  
Makes oath in due form of law before  
me the undersigned authority, that  
the matters and things stated in the  
foregoing answer are true in substance  
and in fact, and to the best of her knowledge &  
information and belief  
+ Harriet Maness

Sworn to and Subscribed before me  
the 4 day of November 1912  
John R. Riney  
County Court Clerk

Peter Parker et al.  
vs -

J. E. Gibson et al.  
defts.

Filed Nov. 6, 1912

J. D. Eddis, clerk



Circuit Court of the County of Lee to-wit:

Rules, 1897.

D. H. Portney

complain of J. C. McDowless

of a plea that he render unto the said plaintiff the sum of \$ 220<sup>00</sup>, which

to him the said defendant owes, and from him unjustly detain; for this,

to-wit, that heretofore, to-wit, on the 16<sup>th</sup> day of December, 1898, the

said defendant made and signed, and then delivered to the said plaintiff, his

certain note in writing, commonly called a promissory note, and thereby promised and agreed

to pay to the said plaintiff the said sum of \$ 220<sup>00</sup>, in 14

days after the date thereof, and in  
the said note expressly waived  
the benefit of the Homestead exemption  
as to the said debt

Yet the said defendant, although often requested, has not as yet paid to the said  
plaintiff the said sum of \$ 220<sup>00</sup>, above demanded, nor any part thereof, but the  
same to pay has hitherto wholly refused, and still do refuse, to the damage of the said  
plaintiff, \$ 220<sup>00</sup>. And therefore he brings his suite.

Wm. B. Buss p. q.



Costs:

Clerk \$4.88  
Shff. .50  
atty. 2.50  
\$7.88

D. H. Porkey

vs. } DECLARATION IN DEBT  
ON  
A PROMISSORY NOTE.

J. C. McSwain

Samuel L. Burt p. q.

Filed Aug. 6<sup>th</sup> 1909

J. C. McSwain, etc.

1909 1<sup>st</sup> August, Rules

Sum. executed

& C. O.

" 2<sup>nd</sup> August Rules

C. O. confirmed &  
cause set for hear-  
ing.



In the Clerk's Office of the Circuit Court of the County  
of Lee.

Peter Portney et al-

against

Plaintiff S-

In Chancery

J. E. Gibson et al

Defendant S

This day

Robert L. Peckington

personally appeared

before me

J. D. Eades

Clerk of the said Court,

and being duly sworn, made oath that

J. E. Gibson Harriet Monroe

First National Bank of Holston Ky

defendants in the said suit are not resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this

21<sup>st</sup>

day of

Oct.

1902

J. D. Eades



Peter Parker, et al

VS } AFFIDAVIT FOR ORDER  
OF  
PUBLICATION

J. E. Gibson, et al

Pennington Bros. p. q.



In the Clerk's Office of the Circuit Court of the county of Lee, on the 28th  
day of October, 1902

Peter Parkey, et al

against

J. E. Gibson, et al

Plaintiff

In Chy.

Defendant

~~The object of this suit is to have said several amounts~~ A deed was made by D. H. Parkey and wife, May 22nd 1912, to M. O. Combs, in consideration of \$10,00.00 to be paid by said Combs to certain creditors of said Parkey in the order named in the said deed, but the several amounts to be paid each creditor was not specified and some of said creditors and said Parkey being unable to agree upon the amount that should be paid them, the object of this suit is to have said several amounts ascertained, and a decree made fixing the amount to which each creditor is entitled to be paid by M. O. Combs under the said deed, and to compell each of said creditors to set up their claims in this suit, in order that the plaintiffs may know what their rights are

And an affidavit having been made and filed that the defendants J. E. Gibson, Harriett Maness and First National Bank of Harlan, Kentucky *are* not residents of the State of Virginia, it is ordered that *they* do appear here within *fifteen days* after due publication hereof, and do what may be necessary to protect *their* interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the *successive* *Jonesville Star* and that a copy be posted at the front door of the Courthouse of this county as prescribed by law.

A copy—Teste:

*Bennington Bros.* p. q.

*J. H. Edds*

Clerk.



Peter Parker, et al

VS.

}

ORDER OF  
PUBLICATION

J. H. Gibson, et al

Va. Lee Co., twiti:

I, J. D. Edmonds, Clerk  
in and for County  
and State aforesaid,  
do hereby certify  
that I have posted  
a true copy of the  
within order of  
Publication at the  
front door of the  
Courthouse of said  
Lee County, on this  
day.

Given under my  
hand, on this the  
29<sup>th</sup> day of Oct.  
1912.

J. D. Edmonds  
Clerk



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*The Commonwealth of Virginia,*

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon J. E. Gibson, W. P. Coleman, Harriett  
Maness, J. P. Albert, J. E. Albert, First National Bank of Harlan  
Kentucky, a Corporation, and First State Bank of Boones Path, Va.,  
a Corporation, D. H. Parkey and M. O. Combs

-----  
to appear at the Clerk's office of the Circuit Court of the county of Lee, at rules to be held for the said  
court, on the 3rd Monday in November 1912 to answer a bill in chancery exhibited  
against them in our said court by Peter Parkey, W. E. Orr and Powell  
Valley National Bank, a Corporation

-----  
And have then there this writ. Witness, J. D. EDDS, Clerk of our said Court, at the court-house, the  
28th day of October 1912, and 137   year of the Commonwealth.

A Copy Teste:

J. D. Edds Clerk

-----, Clerk

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Peter Parkey, et al

vs. }

SUBPOENA

IN CHANCERY.

J. E. Gibson, et al

Pennington Bros p. q.

To 2<sup>nd</sup> Nov. Rules

Circuit Court

1912  
Executed by delivering a true  
copy of the within summons to  
H. P. Robinson, J. Pulbert, J. H. Albert  
H. H. Parkey, and sending  
a copy by mail to J. E. Gibson  
& Harriet M. Mearns who live  
in Tenn. this the 8th of Nov.  
1912. J. S. Weston sh 5 for  
a dt. Robbins S. & C.



*The Commonwealth of Virginia,*

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon J. M. Gibson, W. P. Coleman, Harriett  
Maness, J. P. Albert, J. E. Albert, First National Bank of Harlan,  
Kentucky, a Corporation, and First State Bank of Boones Path, Va.,  
a Corporation, D. H. Parkey and M. O. Combs

to appear at the Clerk's office of the Circuit Court of the county of Lee, at rules to be held for the said  
court, on the 3rd Monday in November 191 2 to answer a bill in chancery exhibited  
against them in our said court by Peter Parkey, W. E. Orr and Powell  
Valley National Bank, a Corporation

And have then there this writ. Witness, J. D. EDDS, Clerk of our said Court, at the court-house, the  
28th day of October 191 2, and 1 37 year of the Commonwealth.

A Copy Teste:

J. D. Edds, Clerk

J. D. Edds Clerk



vs. { SUBPOENA  
IN CHANCERY.

p. q.

To Rules

Circuit Court

For the 18th  
of Nov 1812  
W. G. Weston  
U.S.



Alt Polun ita -

20 } In Choney

DT Polun ita

~~~~~



Globe-Wernicke Crushed Env.  
SIZE 10-1